



smart # _____

EXECUTIVE ORDER

NO. _____

BY VIRTUE OF THE AUTHORITY VESTED IN ME by the Charter of the City of Lincoln,
Nebraska,

The request of _____, hereinafter referred to as "Permittee", to
Field 1. Name of requestor (Permittee)
construct _____ in , _____ hereinafter
Field 2. Description of construction Subdivision name or location
referred to as "Work", at Permittee's cost and expense, is hereby approved subject to the following
conditions:

1. Permittee shall pay the City the sum of _____ dollars
Field 3. Engineering fee, written
(\$ _____) as a fixed fee for Engineering Services to be provided by the City
Field 4. Engineering fee, numerical
pertaining to the Work, including but not limited to plan review and approval, right-of-way and
easement acquisition, construction management, inspection, field and laboratory testing, whether or not
Permittee commences or completes the Work. Payment shall be made to the City prior to approval of
the Executive Order.

2. The Permittee may, upon written request, utilize a consulting engineer to perform the
preliminary survey and plan preparation portion of the Work, provided that the consultant is a registered
Professional Engineer within the State of Nebraska and is approved by the City Engineer. If a private
consultant is utilized, the Requirements for Consultants Preparing Executive Order Plans for Public
Facilities are by reference hereby made a part of the conditions of this permit and the Permittee shall
comply with the same and shall be responsible for requiring his consultant to comply with the same.

3. Permittee shall have the Work constructed by Permittee's own contractor, and must notify the City in writing of his proposed contractor prior to the start of any construction. The Contractor must be able to demonstrate that he is qualified to do the Work, and will be expected to have a working knowledge of the City of Lincoln Standard Specifications and the General Conditions Applying to Private Construction of Public Facilities.

4. Permittee shall pay and bear all costs of the work, including but not limited to, labor, materials, and equipment rental. The Permittee shall not make any payment to the Contractor until authorized by the City in writing. Providing the work herein contracted for is being performed in accordance with the provisions of the Executive Order, the Engineer may authorize the Permittee to make an approximate estimate, on or before the tenth day of each month, for the value of work performed during the previous calendar month. After each such estimate has been approved by the Engineer, the Permittee may pay to the Contractor ninety-five percent (95%) of the value of the work performed. The remaining five percent (5%) shall not be paid until the Permittee has received written notification from the Engineer that the work has been completed in full accordance with the approved plans and specifications and has been accepted by the City as being complete, except that a portion of said retainage may be paid if authorized by the Engineer, as set forth below:

The Engineer may authorize the Permittee to make a partial payment of the remaining five percent (5%) to the Contractor in an amount not to exceed ninety-seven percent (97%) of the value of the work performed, provided the Engineer certifies the project is substantially complete and provided that, in the opinion of the Engineer, a final payment will be delayed more than sixty (60) days because of project complexities such as weather conditions, minor work completed, or the determination of final costs and quantities. Authorization under this paragraph shall in no way impair the City's rights to hold the Permittee responsible for the remaining Work and proceed against various bonds, retainages, and escrow required by the agreement for the total cost of completing the work in full compliance with this agreement.

5. If the Work is located within a new subdivision, no construction staking will be undertaken or permitted until the Permittee has notified the City in writing that the site grading and sediment and erosion control measures have been completed and the plat staked in accordance with the land subdivision ordinance.

6. The Work shall be constructed in accordance with the plans and specifications approved by the Department of Public Works and Utilities of the City, and the construction thereof shall be under the supervision of and subject to the approval and acceptance of the Directors of such departments. After said approval and acceptance, the ownership and maintenance responsibilities of the Work shall be vested in the City. The applicable guarantee period, if any, required by the permit or any document pertaining thereof shall commence with such approval and acceptance.

7. The 1999 City of Lincoln Standard Specifications for Municipal Construction, with the 2004 Supplemental Specifications, and the General Conditions and General Specifications Applying to Private Construction of Public Facilities, are by reference hereby made a part of the conditions of this permit, and Permittee shall comply with the same, and shall be responsible for requiring his contractor and all subcontractors to comply with the same, including the filing with the City Engineer of the Certificate of Insurance and the executed Performance and Labor and Material Payment Bonds required thereby.

8. Permittee shall post a performance bond in the amount of \$_____ to insure completion of said Work. Permittee shall further deposit \$_____ with the City Treasurer as retainage to be held by the City for the full guarantee period as specified in the General Conditions.

Field 5. Performance Bond

Field 6. Retainer

In lieu of posting a bond and cash retainage, the Permittee may post either an irrevocable Letter of Credit or Certificate of Deposit in said total amount or enter into an escrow agreement with the City providing for the necessary security for the Work. Whenever twenty-five, fifty, or seventy-five percent or more of the value of an improvement, except street trees and landscape screens has been completed, the penal amount of the bond or the amount of the other security required for the improvement may be

reduced by twenty-five, fifty, and seventy-five percent respectively, provided, such reduction does not reduce the penal amount of the bond or the amount of other security to an amount less than one hundred ten percent (110%) of the estimated cost of the Work remaining to be completed.

9. Permittee shall further comply with the following Special Provisions:

a. The permittee's engineer shall prepare the construction plans and provide construction staking.

b. The plans shall be approved by the City Engineer's Office prior to construction.

c. The site grading certificate shall include certification that rights-of-way are graded to within +/-6" of final grade and that sediment and erosion control measures are installed and being maintained per the NPDES permit and site conditions.

d. (if ornamental lighting) Lincoln Electric System shall prepare the construction plans for ornamental lighting. The estimated engineering, inspection and hook-up fee of

\$_____, established by LES, is paid to LES with the submittal of this

Executive Order for approval through Engineering Services.

e. If there are any other conditions, please list them here:

Field 7. Special provisions

10. Exclusive of any guarantee period and of any valid extensions of time granted by the City, all as set forth in the aforesaid General Conditions, all Work shall be completed on or before

_____.
Field 8. Completion date

11. Except as may otherwise be expressly provided in the Permit documents, once the Work has begun, Permittee shall be liable to the City for the satisfactory completion of the same unless specifically in writing relieved therefrom by the Mayor of the City or as provided in said General Conditions.

12. Permittee shall file with the City Engineer an unqualified written acceptance of all the conditions of this Permit; otherwise, all rights, authority, and privilege herein granted shall be voidable by the City.

13. ☐ The attached Agreement for Escrow of Security Fund between the City of Lincoln, Nebraska, and the Permittee is hereby accepted as the necessary security for the work and I have executed the same on behalf of the City of Lincoln, Nebraska.

☐ The attached Letter of Credit _____ (Number) from _____ (Bank) in the amount \$ _____ is hereby accepted as the necessary security for the Work.

☐ The attached _____ (Type of Certificate) _____ (Number) from _____ (Bank) in the amount of \$ _____ is hereby accepted as the necessary security for the Work.

The City Engineer is hereby directed to commence the engineering, as set forth herein, after the filing of the unqualified written acceptance.

Dated this _____ day of _____, 20_____.

Coleen J. Seng, Mayor

Approved as to Form:

Law Department

Approved:

Public Works and Utilities

UNQUALIFIED WRITTEN ACCEPTANCE

The undersigned, the Permittee (or the person having authority to bind the Permittee if the Permittee is an organization) of Executive Order No. _____, dated the _____ day of _____, 20____, generally pertaining to construction of

_____ in _____ hereby states to the City

Field 9. Description of construction Subdivision name or location
of Lincoln, Nebraska, that the Permittee is fully aware of all the conditions of said Executive Order, understands the same, agrees to comply therewith, and hereby files the Unqualified Written Acceptance required thereby. It is understood that this compliance includes the paying to said City of engineering costs incurred by the City, as specified in said Executive Order.

Dated this _____ day of _____, 20_____.

Witness:_____

Permittee:_____

(Please Print)

By:_____

(Signature)

Address:_____

(Please Print)

City:_____

(Please Print)

State:_____ Zip: _____

(Please Print)

(If the Permittee is an organization, the person signing for such organization will need to attach some showing of his authority to bind the organization. However, if the Permittee is a corporate organization and the president thereof has signed on its behalf, no showing of authority need be given, but only the fact that such person is the president.)

PERMITTEE'S PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that _____ (Field 10. Name of requestor - Permittee) as principal, hereinafter referred to as "Permittee", and _____ a corporate surety company authorized to transact business in the State of Nebraska, as surety, hereinafter referred to as "Surety", are held and firmly bound unto the City of Lincoln, Nebraska, hereinafter referred to as "City", in the penal sum of _____ dollars (Field 11. written) (\$_____) (Field 12. numerical), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves and our heirs, executors, administrators, legal representatives, successors, and assigns, jointly and severally, firmly be these presents.

THE CONDITION OF THIS OBLIGATION is such that, whereas, the Permittee has been granted a certain permit by the City by Executive Order No. _____, dated _____, 20____, which permit, hereby defined to include all permit documents (the Executive Order, the General Conditions, the General Specifications, the Construction and Materials Specifications, the plans, and any and all other instruments and drawings to which any of these documents may refer), is by reference hereby made a part thereof and is hereinafter referred to as "Permit", for _____ in _____ (Field 13. Description of construction/subdivision name and location).

NOW, THEREFORE, if the Permittee shall, in all particulars, well, duly, and faithfully observe, perform, and abide by each and every covenant, condition, and part of the Permit, according to the true intent and meaning in each case, AND save harmless and defend the City from all suits, judgments, damages, costs, charges, and expenses which may accrue from failure to do so, AND make good any and all guarantees which the Permit may require of the Permittee, THEN this obligation shall be and become null and void; otherwise, it shall remain in full force and effect.

PROVIDED FURTHER, that the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Permit or to the work to be performed thereunder shall in any way affect the Surety's obligation on this bond, and the Surety hereby waives notice of any change, extension of time, alteration, or addition to the terms of the Permit or to the work to be performed thereunder.

IN WITNESS WHEREOF, this bond is executed this _____ day of _____, 20____.

Permittee

Witness

President

Address

Address

Surety

Witness

Attorney-in-Fact

Address

Address

(Accompany this bond with Attorney-in-fact's authority from Surety, certified to include the date of the bond.)

AGREEMENT FOR ESCROW OF SECURITY FUND

WHEREAS, _____ of Lincoln, Nebraska, hereinafter called
Field 14. Name of requestor (Permittee)
"Permittee" has made application to the City of Lincoln for permission to construct improvements
consisting of

<u>Improvement</u>	<u>Amount</u> (use \$0 if not used)
Storm Sewers	\$ _____
Street Paving	\$ _____
Water Mains	\$ _____
Sanitary Sewers	\$ _____
Ornamental Lighting	\$ _____

within the final plat of _____ an Addition to the City of Lincoln,
Field 15. Total bond amount for each improvement
Field 16. Subdivision name or location
Lancaster County, Nebraska; and

WHEREAS, the conditions of approval for said final plat require the posting of certain
performance bonds in connection with the installation of improvements on said property; and

WHEREAS, as a condition to permitting the construction of certain of the aforesaid
improvements by the Permittee, the City of Lincoln requires that said Permittee secure a Executive
Order authorizing Permittee to do said construction work and as a condition of the granting of said
permit, the Permittee must post performance bonds in an amount equal to the cost of installing said
improvements; and

WHEREAS, Permittee desires to construct and install the aforesaid improvements privately
and guarantee the same by placing funds in an escrow account as security for performance of said
construction rather than posting performance bonds.

NOW, THEREFORE, IT IS AGREED by and between _____,
Field 17. Permittee
Permittee, and the City of Lincoln, Nebraska, a municipal corporation, hereinafter called "City", as
follows:

1. That prior to construction of the aforesaid improvements, Permittee shall deposit the sum of _____ dollars (\$_____) with _____ as escrow agent for the City, or obtain a loan of immediately payable funds from _____ in said amount and irrevocably pledge and assign said funds to _____ as escrow agent for the City, the same to be held in escrow as security to guarantee the construction of the aforesaid improvements within _____.

Field 18. Total of all improvements, written
Field 19. Subdivision name or location

2. The said escrow fund shall be allocated to the specified improvements as follows:

Improvement	Bond (\$0 if not used)	Retainer (\$0 if not used)
Storm Sewers	\$_____	\$_____
Street Paving	\$_____	\$_____
Water Mains	\$_____	\$_____
Sanitary Sewers	\$_____	\$_____
Ornamental Lighting	\$_____	\$_____

Field 20. Performance bond and retainer amounts

3. The funds designated for any one improvement less the retainage, if any, may be released from escrow when that improvement is completed to the satisfaction of the City and the City has certified to _____ in writing that construction has been completed for that improvement; provided, that all other funds in the escrow account designated as security for remaining uncompleted improvements shall remain in escrow until the improvements for which said funds have been designated has been completed. In the event any or all of the aforesaid improvements are not completed to the satisfaction of the City by the completion dates listed in the conditions of approval for said final plat or the Executive Order to do said construction, whichever is earlier, then and in that event _____ upon written request from the City, shall pay to the City the total amount of funds designated for each of the aforesaid improvements which shall not have been completed on said date or the amount of funds necessary to complete construction thereof, whichever is the lesser.

4. The conditions of release of the escrow funds upon completion of the improvements

set forth in paragraph 1, supra, shall include payment in full of any and all costs due to the City by Permittee in connection with the development and construction of such improvements including, but not limited to, engineering costs, inspection costs, and survey costs.

5. This Agreement shall be contingent upon its execution by the parties hereto, the pledge and assignment of the required security funds with _____ as escrow agent for the City of Lincoln, and the acceptance of this Agreement by said escrow agent.
Bank

6. Permittee agrees to pay any and all fees charge by _____ as escrow agent for the City of Lincoln under the terms of this Agreement.
Bank

7. _____ shall be liable as a depository only.
Bank

8. Upon deposit of the security fund as provided in this Agreement, the City agrees to waive the requirement that Permittee post performance bonds for completion of the aforesaid improvements.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this

_____ day of _____, 20_____.

ATTEST:

Permittee

By: _____

By: _____

Title: _____

Title: _____

CITY OF LINCOLN, NEBRASKA
a municipal corporation,

City Clerk

Mayor

Approved:

City Attorney

ACCEPTANCE OF ESCROW AGREEMENT

_____ hereby agrees to the terms and instructions listed above and
acknowledges that it has accepted a deposit of _____ Dollars
(\$_____) or an irrevocable pledge and assignment of immediately payable funds in said
amount from _____ to be held in escrow (Escrow Account No.
_____) by _____ as escrow agent for the City of Lincoln,
Nebraska, a municipal corporation, to ensure construction of the improvements listed in the above
and foregoing Agreement and further agrees not to release any of said monies or irrevocable pledges
held by _____ to secure construction of said improvements until it has received
written authorization from City of Lincoln, in accordance with the foregoing Agreement.

DATED this _____ day of _____, 20_____.

ATTEST:

(Bank)

By: _____

By: _____

Title: _____

Title: _____

Request Date: ____/____/____

Requesting Engineer: _____

Engineering Company: _____

☐ Attach Drawing, on 8 ½" x 11" paper, of area of construction for each request.

☐ Attach Engineering Fee: Check #_____

From (Bank) _____ in the amount of \$_____.